

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681101

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900647634		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRUD Technology, LLC D/B/A DDEV		07/01/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Fruition Growth, LLC		
Street Address:	616 E. Speer Blvd.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5647793	DDEV	
Registration Number:	5647790	DDEV	
Registration Number:	5324542	DRUD	
Registration Number:	5324541	DRUD	
Registration Number:	5324540	DRUD	
CORRESPONDENCE DATA			
Fax Number:	4154304372		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4152681972		
Email:	bcipdocketing@bclplaw.com		
Correspondent Name:	Katherine A. Keating		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1080469.8		
NAME OF SUBMITTER:	Katherine A. Keating		
SIGNATURE:	/kak/		
DATE SIGNED:	10/14/2021		

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 1, 2021, is made by DRUD Technology, LLC d/b/a DDEV, a Colorado limited liability company (“**Seller**”), in favor of Fruition Growth, LLC, a Colorado limited liability company (“**Buyer**”), the purchaser of certain assets of Seller.

WHEREAS, pursuant and subject to the terms and conditions of that Asset Purchase Agreement, between Buyer and Seller, dated as of even date herewith (the “**Asset Purchase Agreement**”), Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1(a) hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 1(b) hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1(b) hereto, the transfer of such applications accompanies the transfer of Seller’s business (or that portion of the business to which the trademark pertains) and that business is ongoing and existing;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 1(c) hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds due or payable with respect to any and all of the foregoing to the extent first arising after the date hereof; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present,

and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall, at Buyer's sole cost and expense, take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement, and all claims or causes of action, whether in contract, equity, statute, tort or otherwise, that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement, shall be solely and exclusively governed by, and enforced in accordance with, the internal Laws of the State of Colorado, including its statutes of limitations, but without reference to (i) any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction or (ii) such internal Laws' conflict-of-laws provisions, and shall be subject to the provisions, restrictions and limitations contained in the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

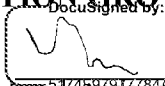
DRUD TECHNOLOGY, LLC

By: Steve Deitchman
Name: Steve Deitchman
Title: Manager

[Signature Page to Intellectual-Property Assignment Agreement]

BUYER:

FRUITION GROWTH, LLC

By: 
Name: Brad Anderson
Title: Executive Director




SCHEDULE 1(A)**ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

Title	Jurisdiction	Patent Number	Issue Date	Owner
GENERATION AND MANAGEMENT OF COMPUTING INFRASTRUCTURE INSTANCES	United States	9,667,489	05-30-2017	DRUD TECHNOLOGY, LLC

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Owner
GENERATION AND MANAGEMENT OF COMPUTING INFRASTRUCTURE INSTANCES	Canada	CA 2959723	05-28-2015 (PCT Filing Date)	DRUD TECHNOLOGY, LLC

SCHEDULE 1(B)**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date	Owner
	United States	5,647,793	January 8, 2019	DRUD Technology, LLC
DDEV	United States	5,647,790	January 8, 2019	DRUD Technology, LLC
DRUD	United States	5,324,542	October 31, 2017	DRUD TECHNOLOGY, LLC
	United States	5,324,541	October 31, 2017	DRUD TECHNOLOGY, LLC
	United States	5,324,540	October 31, 2017	DRUD TECHNOLOGY, LLC

SCHEDULE 1(C)

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

None